

Agreement of Sponsor
0000

To Furnish
Additional Funds

U.S. Department of Housing

and Urban Development
Office of Housing

OMB Approval No. 0000-

(exp. 00/00/00)

Public Reporting Burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, DC 20410-3600 and to the Office of Management and Budget, Paperwork Reduction Project (2502-0468), Washington, DC 20503. Do not send this completed form to either of the above addresses.

This Agreement is given this _____ day of _____, 20____, by _____, having an office at _____, Sponsor of FHA Project No. _____, located in the City/County of _____, State of _____, which Project has been, is being, or will be constructed, rehabilitated, purchased or refinanced from the proceeds of a mortgage (or deed of trust) given by _____, as Borrower (which term, when used herein, also shall be deemed to have the meaning set forth in the HUD regulatory agreement applicable to this transaction), to _____, as Lender (which term, when used herein, also shall be deemed to have the meaning set forth in the HUD regulatory agreement applicable to this transaction), having an office at _____.

WHEREAS, the Secretary of Housing and Urban Development has issued his/her commitment to insure said mortgage pursuant to the provisions of the National Housing Act, which commitment is conditioned upon assurance that additional funds in the amount of \$_____ be made available for project purposes, primarily for the absorption of any deficit in the operation of the project during the initial period of occupancy; and,

WHEREAS, financing of the project as proposed by the sponsors could not be obtained without the Secretary's endorsement for insurance;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the premises hereinabove set forth, and for the purpose of inducing the Secretary to insure said mortgage, the undersigned hereby jointly and severally agree and undertake with the Secretary to deposit on or before _____ [*estimated date of completion*], in escrow with a depository satisfactory to the Secretary, \$_____ in the following form [*specify one*]:

- _____ (a) in cash, or
- _____ (b) by an unconditional, irrevocable letter of credit issued to the depository by a banking institution,

to be held and disbursed by the depository pursuant to the terms of an escrow agreement to be executed at the time of the making of the deposit in the form of HUD Form 2476a.

IN WITNESS WHEREOF, the sponsor has executed this agreement as of the day and year first above written. Each signatory below hereby certifies that the statements and representations contained in this instrument and all supporting documentation thereto are true, accurate, and complete. This instrument has been made, presented, and delivered for the purpose of influencing an official action of HUD (acting by and through the FHA Commissioner) in insuring a multifamily rental or health care facility mortgage loan, and may be relied upon by HUD and the Commissioner as a true statement of the facts contained therein.

Name of Entity: _____

By: _____ /s/ _____

Printed Name, Title: _____

Dated: _____

By: _____ /s/ _____

Printed Name, Title: _____

Dated: _____

[ADD ADDITIONAL LINES IF MORE THAN TWO SIGNATORIES]

Warning

Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions, including but not limited to: (i) fines and imprisonment under 18 U.S.C. §§ 287, 1001, 1010 and 1012; (ii) civil penalties and damages under 31 U.S.C. § 3729; and (iii) administrative sanctions, claims, and penalties under 24 C.F.R. parts 24 and 28.